

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **23099** Form of Agreement: **Amendment** Amendment #: **2**

Name of Recipient: **University of Vermont and Stage Agriculture College** Vendor #: **42844**

Program Manager : **Kelly Gordon** Phone #: **802-879-5905**

Agreement Manager: **Meaghan Kelley** Phone #: **802-871-3302**

Brief

Explanation of Agreement: **Amendment adds Project #4 to the agreement and updates Attachment C**

Start Date: **10/1/2012** End Date: **9/30/2014** Maximum Amount: **\$1,326,085.00**

Amendments Only: Maximum Prior Amount: **\$1,322,085.00** Percentage of Change: **0.30%**

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☒ Sole Source ☐ Statutory ☐ Master Contract SOW

## Funding Source

<b>Global Commitment 93.778</b>	<b>\$1,326,085.00</b>	

## Contents of Attached Packet

- ☒ AA-14 ☒ Attachments A, B, C & F ☐ Attachment G - Academic Research  
☒ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU  
☐ Qualitative/Justification Memo ☒ Attachment E - Business Associate Agreement ☐ Other:

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	2/6	2/7
DVHA BO	Carrie Hathaway	2-7	2-7
DVHA Commissioner or Designee	Mark Larson, Commissioner	2.7	2.7
AHS Attorney General	Seth Steinzor, AAG		2/19/13
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	Martha Giglio		3/5/13
AHS Secretary			

Vision Account Codes:

341001/20405/507000/41703 \$4,000  
reg

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: \_\_\_\_\_ Initials & Date: \_\_\_\_\_ Approval & B/C: \_\_\_\_\_



## STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

**Note: All sections are required. Incomplete forms will be returned to department.****I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 23099 Amendment #: 2  
 Vendor Name: University of Vermont and State Agriculture College VISION Vendor No: 42844  
 Vendor Address: College of Medicine; St. Josephs 7, UHC Campus, 1 So. Prospect Street, Burlington, VT 05401  
 Starting Date: 10/1/2012 Ending Date: 9/30/2014 Amendment Date: 2/15/2013  
 Summary of agreement or amendment: Amendment adds language for Project #4 and updates Attachment C

**II. FINANCIAL INFORMATION**

Maximum Payable: \$1,336,085.00 Prior Maximum: \$ 1,332,085.00 Prior Contract # (If Renewal): 13762  
 Current Amendment: \$4,000.00 Cumulative amendments: \$ 4,000.00 % Cumulative Change: 0.30 %  
 Business Unit(s): 3410; ; - [notes: ] VISION Account(s): 507600;

**III. PERFORMANCE INFORMATION**Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard bid or RFP ☐ Simplified Bid ☒ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing  
☐ Information Technology ☐ Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
☒ Yes ☐ No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000  
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000  
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
☐ Yes ☒ No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information:

2.8.13 Date Agency / Department Head 3/6/13 Date Agency Secretary or Other Department Head (if required)  
 2/19/13 Date Approval by Attorney General Date Approved by Commissioner of Human Resources  
 Date CIO Date CMO Date Secretary of Administration

3/6/13



**State of Vermont**  
**Department of Vermont Health Access**  
312 Hurricane Lane, Suite 201  
05495-2807  
dvha.vermont.gov

*Agency of Human Services*  
[Phone] 802-879-5900  
[Fax] 802-879-5651 Williston VT

## MEMORANDUM

**TO:** Martha Giglio; Administrative Services, Agency of Human Services

**FROM:** Mark Larson; Commissioner, Department of Vermont Health Access

**DATE:** February 4, 2013

**RE:** University of Vermont, Contract #23099, Amendment #2  
Amended amount: \$4,000

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The Department of Vermont Health Access would like to amend our agreement with the University of Vermont to add language around Project #4, Pediatric Antipsychotic Medication Survey. This project involves a survey of providers who prescribe antipsychotic medications for the pediatric population. UVM will complete data entry, analysis, and presentation of findings.

This amendment increases the maximum amount by \$4,000. There is no change in term length. This Amendment complies with all mandatory provisions of AOA Bulletin 3.5.



## AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and University of Vermont (hereafter called the "Contractor") that the contract on the subject of special programs and Medicaid clinical management, effective October 1, 2012, is hereby amended effective March 7, 2013, as follows:

**1. By deleting on page 1 of 31, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$1,336,085**.

**2. By adding to Attachment A, Specifications of Work to be Performed, Section C (Consultation and Technical Assistance), beginning on page 3 of 31 of the base agreement, Project #4: Pediatric Antipsychotic Medication Survey:**

### Project #4

#### Pediatric Antipsychotic Medication Survey

##### Contact Individual(s)

DVHA: Nancy Hogue, Pharmacy Director  
UVM: Patricia Berry, Research Associate

##### Type of Activity

This project involves a survey of providers who prescribe antipsychotic medications for the pediatric population. The Contractor will complete data entry, analysis, and presentation of findings.

##### Project Goals

Both nationally and in Vermont, there is concern about the amount of antipsychotic medications prescribed for children. To address this concern, the AHS Psychiatric Medications for Children and Adolescents Trend Monitoring Workgroup (composed of child psychiatrists and representatives from DMH, DCF, and DVHA) developed a survey instrument to collect information from providers regarding how and why they are prescribing antipsychotic medications to children, as well as information on non-pharmacological treatments they are using either before or concurrent with medication. Results from this survey will be used to identify opportunities to provide education and additional supports to the provider community.

##### Project Description

The Contractor will:

- Submit and receive IRB approval.
- Design a database for the survey responses.
  - The database will include demographic information and responses to the 13 multiple choice questions on the survey instrument.
- Enter the data collected on the survey forms into the database.
  - There may be up to 1,000 survey respondents.



- The responses will be double-entered for quality assurance.
- Analyze the data.
- Present the survey findings to the AHS Trend Monitoring Workgroup.

**Project Deliverables**

- Populated database.
- Results presented to the AHS Trend Monitoring Workgroup.

**Project Timeline/Duration**

- The project is expected to last two (2) months, from March 7, 2013 through and April 30, 2013.
- Results will be provided to the AHS Trend Monitoring Workgroup by the end of April 2013, or no later than the Workgroup's next scheduled meeting in May 2013.

**Maximum Cost**

The total cost of the project will not exceed \$4,000.

**3. By adding to Attachment B, Payment Provisions, Section B (All New Projects), beginning on page 15 of 31 of the base agreement, the following:**

**1. Project 4: Pediatric Antipsychotic Medication Survey**

The Contractor will bill the State, upon successful completion of this project, during the quarter in which the project is determined complete by the State, an amount not to exceed \$4,000.

This project is expected to last two (2) months, from March 7, 2013 through April 30, 2013. Results will be provided to the AHS Trend Monitoring Workgroup by the end of April 2013, or no later than the Workgroup's next scheduled meeting in May 2013.

**4. By deleting Attachment C, Customary Provisions for Contracts and Grants (revised 7/1/2012), beginning on page 17 of 31 of the base agreement, in its entirety, and replacing it with Attachment C (revised 11/7/2012) that is included as an attachment beginning on page 4 of this amendment.**

This amendment consists of 6 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#23099) dated October 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

UNIVERSITY OF VERMONT

E-SIGNED by Mark Larson  
on 2013-Mar-08

MARK LARSON, COMMISSIONER

DATE

E-SIGNED by Ruth Farrell  
on 2013-Mar-08

RUTH FARRELL, ASSISTANT VP FOR RESEARCH ADMINISTRATION DATE



ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.



7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$1,000,000** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.



A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
  - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or



- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.